

Exhibit A

CLAIMS LEGAL

APR 11 2017



NEW YORK STATE
DEPARTMENT of
FINANCIAL SERVICES

Andrew M. Cuomo
Governor

Maria T. Vullo
Superintendent

STATE OF NEW YORK
Supreme Court, County of CHAUTAUQUA

Amy Casel

Plaintiff(s)

K1-2017-218

against

Defendant(s)

Erie Insurance Company

RE :Erie Insurance Company

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons and Complaint in the above entitled action on March 31, 2017 at Albany, New York. The \$ 40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

Brautigam & Brautigam, LLP
32 White Street
PO Box 210
Fredonia, New York 14063

Persuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

James J. Tanous, General Counsel
Erie Insurance Company
100 Erie Insurance Place
Erie, Pennsylvania 16530

Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

Dated Albany, New York, April 06, 2017
582601

STATE OF NEW YORK
SUPREME COURT: COUNTY OF CHAUTAUQUA

Amy Casel
1377 Old Charleston Road
Pelion, South Carolina 29123

Plaintiff,

vs.

SUMMONS

Index No. K1-2017-218

Erie Insurance Company
a/d/a Erie Insurance Company of New York
120 Corporate Woods, Suite 150
Rochester, New York 14623

Defendant.

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Trial to be held in the County of Chautauqua.

The basis of the venue is based on Plaintiff's selection.

Plaintiff resides at 6588 Beech Hill Road, Dewittville, New York 14728 and
1377 Old Charleston Road Pelion, South Carolina 29123

Dated: February 9, 2017

Brautigam & Brautigam, L.L.P.
Attorneys for Plaintiff

DARYL P. BRAUTIGAM, Esq.
32 White Street, P. O. Box 210
Fredonia, New York 14063
(716) 679-0404



STATE OF NEW YORK
SUPREME COURT: COUNTY OF CHAUTAUQUA

Amy Casel
6588 Beech Hill Road,
Dewittville New York 14728

-and-

1377 Old Charleston Road
Pelion, South Carolina 29123

Plaintiff,

COMPLAINT

vs.

Index No. K1-2017-

Erie Insurance Company
a/d/a Erie Insurance Company of New York
120 Corporate Woods, Suite 150
Rochester, New York 14623

Defendant.

Amy Casel, by and through her attorneys, Brautigam & Brautigam, LLP, for her complaint herein alleges as follows:

1. Plaintiff maintains residences at 1377 Old Charleston Road, Pelion, SC 29123, and 6588 Beech Hill Road, Dewittville, Chautauqua County, New York 14728.
2. Upon information and belief, the defendant is an Insurance Company organized pursuant to the laws of the State of New York, or in the alternative is a foreign corporation authorized to do business in the State of New York, and has its principal offices and place of business at 120 Corporate Woods, Suite 150 Rochester, NY 14623.
3. At all times herein mentioned, plaintiff was insured under a policy of insurance issued by defendant insuring the plaintiff and her real and personal property located at 6588 Beech Hill Road, Dewittville, Chautauqua County, New York 14728 (hereafter "Beech Hill").
4. On or about November 14, 2015, the plaintiff's Beech Hill residence and the contents therein owned by plaintiff were destroyed by fire.
5. Upon information and belief, the defendant or its agents, the Pfeffer Agency, 401 East Fairmount, Avenue, Lakewood, NY 14750, knew that the plaintiff had listed for sale Beech Hill and had taken up a second residence in South Carolina.
6. Plaintiff promptly notified defendant of the loss of the Beech Hill dwelling and its contents.

7. On December 21, 2015, plaintiff filed a Proof of Loss in the form and content mandated by the defendant.

8. Defendant denied coverage for the losses incurred by plaintiff and the plaintiff's claim in its entirety on or about August 26, 2016, upon the grounds that the plaintiff was not residing in the Beech Hill property at the time of the loss.

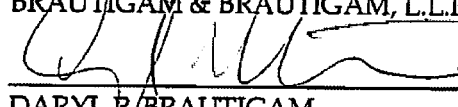
9. The defendant's failure to pay the plaintiff for her damages as described herein constitutes a breach of the insurance agreement between the plaintiff and the defendant.

WHEREFORE, the plaintiff demands judgment against the defendant in the amount of the value of the plaintiff's losses for real and personal property, to the maximum extent covered by the policy of insurance issued by defendant, for the costs and disbursements of this action, and for such other and further relief as to the court may seem just and proper.

DATED: February 9, 2017

Yours, Etc.,

BRAUTIGAM & BRAUTIGAM, L.L.P.



DARYL P. BRAUTIGAM

Attorneys for Plaintiff

32 White Street

P. O. Box 210

Fredonia, New York 14063-0210

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